

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA**

IN RE: WILLIAM T. POSA,	:	CASE NO.: 19-03815-MJC
DONNA M. POSA	:	
	:	
Debtor.	:	CHAPTER 13
	:	

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**NOTICE OF SALE FREE AND CLEAR OF LIENS PURSUANT TO L.B.R. 6004-1**

**NOTICE IS HEREBY GIVEN THAT:**

Debtors, William T. Posa and Donna M. Posa, by and through their attorney, Patrick J. Best, Esquire, of ARM Lawyers, has filed a motion with the court to approve the sale of certain property free and clear of liens.

If you object to the relief requested, you must file your objection/response by February 10, 2023 with the Office of the Bankruptcy Clerk, Max Rosenn U.S. Courthouse, 197 South Main Street, Wilkes-Barre, PA 18701 and serve a copy on Patrick J. Best, Esq., 18 N. 8<sup>th</sup> St. Stroudsburg PA 18360. Any filing must conform to the Federal Rules of Bankruptcy Procedure unless the Court determines otherwise.

If you file and serve an objection/response within the time permitted, the Court will schedule a hearing and you will be notified. If no objection is filed within the time permitted, the Court may act on said request without a Hearing and may grant the relief requested.

Pursuant to Local Rule of Bankruptcy Procedure 6004-1(c), Debtor provides the following information related to the sale. The Sellers are William Posa and Donna Posa, 423 Ramblewood Drive, Saylorsburg, PA 18353. The property to be sold is 423 Ramblewood Drive, Saylorsburg, PA 18353. The property may be examined prior to the sale by appointment only. Interested parties may contact Patrick J. Best, Esq. at the information above to schedule an inspection. The terms and condition of the sale are contained in the proposed sale agreement. The proposed sale agreement has been provided to

you along with this Notice. If you did not receive it, please contact the Debtor's attorney for a copy. The sales agreement shall become effective only upon approval of the court. This proposed sale is a private sale and not subject to public auction. This sale is not subject to higher or better offers. All inquiries for the Seller should be directed to the attorney, Patrick J. Best, Esq. 18 N. 8<sup>th</sup> St. Stroudsburg PA 18360. The buyer is Vipul Shah who has no affiliation or relationship with the Debtors.

Any and all inquiries should be directed to the Seller/Debtor, by and through the Debtor's Attorney, and NOT the Clerk of Courts.

Date: January 20, 2023

/s/ Patrick J. Best  
Patrick J. Best, Esquire  
ARM Lawyers  
18 N. 8<sup>th</sup> St.  
Stroudsburg PA 18360  
570-420-7431  
Attorney for Debtor/Seller

Purchase Agreement

Bill Posa (the Seller), of 423 Ramblewood Dr, Saylorsburg, Pennsylvania 18353 does hereby sell, assign, and transfer to Vipul Shah (the Buyer) or buyer's assignee.

For the following property:

PROPERTY: 423 Ramblewood Dr, Saylorsburg, PA 18353

Country: Monroe County

School District: Pleasant Valley

Parcel ID: 15625600079079

Sales History ID: 2032/5439

AMOUNT: \$305,000.00

for a TOTAL AMOUNT OF \$305,000.00

The Seller warrants that the above property is in good working condition, but makes no further warranties, express or implied (except as specifically stated in this document).

It is possible for certain items of personal property to be so integrated into the Property that they become fixtures and will be regarded as part of the Property and therefore included in a sale. Buyer and Seller are encouraged to be specific when negotiating what items will be included or excluded in this sale.

INCLUDED in this sale, unless otherwise stated, are all existing items permanently installed in or on the Property, free of liens, and other items including plumbing; heating; gas fireplace logs; radiator covers; hardwired security systems; thermostats; lighting fixtures (including chandeliers and ceiling fans); pools, spas and hot tubs (including covers and cleaning equipment); electric animal fencing systems (excluding collars); garage door openers and transmitters; mounting brackets and hardware for television and sound equipment; unpotted shrubbery, plantings and trees; smoke detectors and carbon monoxide detectors; sump pumps; storage sheds; fences; mailboxes; wall to wall carpeting; existing window screens, storm windows and screen/storm doors; window covering hardware (including rods and brackets), shades and blinds; awnings; central vacuum system (with attachments); built-in air conditioners; built-in appliances; the range/oven; dishwashers; trash compactors; any remaining heating and cooking fuels stored on the Property at the time of settlement; and, if owned, solar panels, windmills, water treatment systems, propane tanks and satellite dishes.

Inspection will be conducted by the Buyer at buyer's costs. This deal is subject to lawyer's and cpa's review. This deal is

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subject to free & clear, clean and insurable title report. This deal is subject to bank loan at 4% or better.

Earnest money deposit in the amount of 5000.00\$ is to be held by title agency or buyer attorney.

2<sup>nd</sup> deposit in the amount of 25000.00\$ is to be held by title agency or buyer attorney, such deposit is due and payable only if seller buyer agrees to in writing, and it has nr paid 10 days prior to the closing date.

Remaining 275,000.00\$ is due and payable at the time of closing. This transfer is effective as of TBD. The property is now located at 423 Ramblewood Dr, Saylorsburg, Pennsylvania 18353, and all of such property is in the possession of Bill Posa. Seller, Bill Posa will have home broom cleaned in it's as is condition, not damaged in anyway or any form, 1 week prior to the closing. Buyer then will walk property with seller any day and again right before the closing.

Seller

BUYER: (Name and Signature)

Donna Posa  
Donna Posa  
William T. Posa  
William T. Posa

Date 12/8/22

Buyer

SELLER: (Name and Signature)

Vipul Shah

Date 12/8/2022



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